

Shawn D. Sheridan
sheridan3398@yahoo.com

September 27, 2015

FILED ELECTRONICALLY AND VIA PRIORITY MAIL

Ms. Marlene H. Dortch, Secretary
Office of the Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: *In the Matter of Applications of Charter Communications, Inc. (“Charter”), Time Warner Cable Inc., and Advance/Newhouse Partnership for Consent to Transfer Control of Licenses and Authorizations*, MB Docket No. 15-149

Dear Ms. Dortch,

I respectfully comment to the Commission for the denial of the Applications referenced above. The primary basis for my comment is that Directors of Charter Communications, Inc.—including the Chief Executive Officer—have not provided vital knowledge concerning the probable impact of resolving my comprehensive billing dispute that has been knowingly and willingly held in an open, unresolved status for more than 520 days. All, most or some of Charter’s Directors and executive leadership are untrustworthy in expressing Charter’s past, present and future intentions regarding consumer benefit.

A secondary basis for this comment to support denial of the joint Applications is that from 2013 to June 2015—at least 1-1/2 years—Charter was knowingly non-compliant with a policy of the American Arbitration Association (“AAA”), so all consumer claims presented were declined by the AAA, including my demand for arbitration dated October 31, 2014. After multiple contacts, Charter representatives have repeatedly and entirely refused to acknowledge my filing.

A third basis for this comment is that Charter did not present to customers the true implications of the new residential terms of service that became effective October 1, 2014. While my dispute with Charter had been open for four months, Charter significantly re-structured and re-wrote terms for customers like myself who received solely Internet service, adversely impacting and limiting more than one million customers—more than 20% of Charter’s customer base.

A fourth basis for this comment is that Charter knowingly presented a caliber of Internet speed available for consumers to “surf the Internet” that was and is not true in practical instances.

A fifth basis for this comment is that Charter has continued to maintain terms of service that contains an unconscionable provision pertaining to billing disputes. Charter uses termination of service as an exclusive remedy, when termination is neither redress nor corrective.

A sixth basis for this comment is that Charter has continued to grossly mishandle resolving or denying my personal billing dispute for a period of more than 520 days, revealing a fact-based, deeply unscrupulous culture at key leadership levels as it pertains to customer dispute resolution. Due to the fact that my individual dispute involves at least one business model and established Charter had not legally prohibited class action or mandated arbitration for certain customers prior to October 1, 2014, and more, I present to the FCC evidence of long-term coordinated bullying.

A seventh basis for this comment to support the denial of the Applications is that I presented a legally-based dispute to Charter that there was no legal basis prior to October 1, 2014 to impose pricing terms and conditions on non-Term Contract, month-to-month accounts related solely to Internet service. Resolved, this may very significantly impact Charter's accounts for customers who began Internet service without bundling video and/or voice services prior to October 1.

An eighth basis for this comment is that Liberty Broadband Corporation owns more than 25% of Charter's shares, directed by very wealthy members of Charter's Board of Directors, having the most to gain financially and influentially, that are conflicted regarding consumer benefit.

A ninth basis for this comment is that it is likely Charter influenced at least one public official to submit a comment in favor of the Applications. From my city mayor, I received a handwritten note that evidences Charter's involvement with his official comment submitted.

► *Lack of providing vital knowledge to the FCC related to my comprehensive billing dispute.*

It is improbable Charter's Board of Directors can prove ignorance of my business-critical dispute that remains entirely unresolved. I have contacted Charter's Board by the following methods:

<i>Letter/Email</i>	<i>Addressee</i>	<i>Via</i>	<i>Tracking/Fax/Email</i>	<i>Delivered</i>
04/08/2014	Tom Rutledge	Priority Mail	940550369930027...0768	04/10/2014
04/29/2014	Tom Rutledge	Certified Mail	7013263000011...7079	05/02/2014
07/19/2014	Tom Rutledge	First Class	n/a	n/a
08/11/2014	John Malone	Fax	(720) 875-5. .2	08/11/2014
		Priority Mail	940590369930023...4181	08/13/2014
09/23/2014	John Malone	Priority Mail	940590369930025...6211	09/25/2014
	Tom Rutledge	Priority Mail	940590369930025...6242	09/25/2014
	Michael Huseby	Priority Mail	940590369930025...6266	09/25/2014
	Eric Zinterhofer	Priority Mail	940590369930025...6273	09/25/2014
01/09/2015	Gregory Maffei	Priority Mail	940590369930033...4560	01/12/2015
03/09/2015	Gregory Maffei	Priority Mail	940780369930001...2654 *	03/11/2015
05/25/2015	Gregory Maffei	Priority Mail	940780369930001...1516 *	05/28/2015
06/22/2015	Michael Huseby	Priority Mail	940780369930001...6037 *	06/24/2015
08/14/2015	Jay Markley	Priority Mail	940780369930001...0867 *	08/17/2015
08/14/2015	Balan Nair	Priority Mail	940780369930001...0874 *	08/17/2015

* Signature Confirmation delivery

<i>Letter/Email</i>	<i>Addressee</i>	<i>Via</i>	<i>Tracking/Email</i>	<i>Delivered</i>
08/17/2015	Balan Nair	Email	b...@libertyglobal.com	08/17/2015
09/03/2015	Balan Nair	Email	b...@libertyglobal.com	09/03/2015
09/10/2015	Craig Jacobson	Priority Mail	940780369930001...6149 * [†]	09/23/2015
		Email	c...@hjth.com	09/15/2015
09/14/2015	Gregory Maffei	Email	g...@libertymedia.com	09/14/2015
09/18/2015	Craig Jacobson	Email	c...@hjth.com	09/18/2015
	Gregory Maffei	Email	g...@libertymedia.com	09/18/2015
	Balan Nair	Email	b...@libertyglobal.com	09/18/2015
09/20/2015	Jay Markley	Email	j...@nagrowth.com	09/20/2015
	Tom Rutledge	Email	t...@charter.com	09/20/2015
	Eric Zinterhofer	Email	e...@searchlightcap.com	09/20/2015

* Signature Confirmation delivery [†] USPS delivered almost two weeks after shipping date

My letter dated September 23, 2014 was addressed to John Malone. That letter was sent to Board members in Colorado, Connecticut and New York with an explicit confidentiality notice on each of the three pages. Charter replied to that letter via the Director and Senior Counsel–Litigation in Missouri, by stating: “I am in receipt of a copy of your correspondence to Mr. John Malone dated September 23, 2014 and am responding to that letter.” Technically, only a Board member could have directed a copy to be forwarded to a representative in Missouri. So, I comment to the FCC that the Board is knowledgeable of a potentially business-crippling matter due to that reply and other traceable correspondence containing confidentiality notices to the Board’s individual mailing and email addresses. No email mentioned in this comment was returned undeliverable.

On September 23, 2014 I had already received correspondence from Charter’s Senior Director of Outsourced Customer Care Centers, the Corporate Customer Escalation Department and Director and Senior Counsel–Litigation. For emphasis, I have also received a letter via FedEx overnight from a Charter vice president, who wrote as though totally unaware of the details of my dispute.

I have contacted Charter’s executive leadership:

<i>Letter/Email</i>	<i>Addressee</i>	<i>Via</i>	<i>Tracking/Email Address</i>	<i>Delivered</i>
04/08/2014	Tom Rutledge	Priority Mail	940550369930027...0768	04/10/2014
04/29/2014	Tom Rutledge	Certified Mail	7013263000011...7079	05/02/2014
07/19/2014	Tom Rutledge	First Class	n/a	n/a
08/08/2014	Rick Dykhous	Priority Mail	940780369930001...2523 *	08/11/2014
08/16/2014	Rick Dykhous	Priority Mail	940590369930023...2203	08/18/2014
	Kathleen Mayo	Priority Mail	940590369930023...2197	08/18/2014
08/18/2014	Kathleen Mayo	First Class	n/a	n/a
08/27/2014	Rick Dykhous	Priority Mail	940590369930024...6690	08/29/2014
09/09/2014	Kathleen Mayo	Certified Mail	7013302000018...8724	09/12/2014
09/23/2014	Tom Rutledge	Priority Mail	940590369930025...6242	09/25/2014
09/24/2014	Rick Dykhous	Priority Mail	940590369930025...2830	09/29/2014
01/17/2015	Rick Dykhous	Priority Mail	940590369930034...1480	01/20/2015
	Kathleen Mayo	Priority Mail	940780369930001...5439 *	01/20/2015
07/22/2015	Kathleen Mayo	Email	k...@charter.com	07/22/2015
08/08/2015	Rick Dykhous	Priority Mail	940780369930001...2303 *	08/10/2015

* Signature Confirmation delivery

<i>Email</i>	<i>Addressee</i>	<i>Via</i>	<i>Email Address</i>	<i>Delivered</i>
09/18/2015	Kathleen Mayo	Email	k...@charter.com	09/18/2015
	Rick Dykhous	Email	r...@charter.com	09/18/2015
09/20/2015	Tom Rutledge	Email	t...@charter.com	09/20/2015

I note that on August 7, 2015 Charter's executive vice president Jonathan Hargis disposed of almost three million dollars worth of Charter shares. The transaction occurred after my complaint to the FCC (Ticket No. 367139) was received by Charter on July 7, 2015. It is noteworthy that two weeks after the delivery of my letter of August 8 to Richard R. Dykhous, Mr. Dykhous disposed of more than one million dollars worth of Charter shares. It is also noteworthy that Director John (Jay) D. Markley, Jr., disposed of almost five million dollars worth of Charter shares four days after my letter of August 14 was delivered to his office. [Sources: SEC Form 4 dated August 7, 21 and 27, 2015.] The leaders of Charter have withheld damaging information.

► *Known non-compliance to policy/protocol inhibiting consumer claims for at least 1-1/2 years.*

On October 31, 2014 I submitted an arbitration demand to the American Arbitration Association and Charter, which was declined by the AAA and has not been acknowledged by Charter. Upon inquiry last week I received several email responses from the AAA as to the reason why my case was declined, which revealed the following:

"Between 2013 and June 2015, the AAA declined to administer all Charter Communication's consumer arbitrations, including the one you filed in November 2014."

"They [Charter] were notified in November of 2013 [of non-compliance]."

"The requirement to register was imposed in September 2014. While the business technically hadn't complied with the registry requirement at that time, it was not the reason for the AAA's refusal to administer their consumer arbitration cases."

"The business had failed to pay fees on a prior case and that is the only reason the case was declined."

I note the date Charter's consumer arbitration clause became registered at the AAA's Consumer Clause Registry: June 5, 2015; even though the AAA required registration effective September 1, 2014. At www.adr.org, there is provided a Microsoft Word document containing the text of the registered clause. I downloaded the document to know the creation date in the file properties. The document was created on May 14, 2015.

I addressed a letter to Charter's Customer Care Center (Attn: Customer Complaint) dated May 8, which was delivered with signature confirmation on May 11, 2015. In the Priority Mail envelope I provided a compact disc which also included PDFs of my email exchanges with the AAA.

Via email on May 7, 2015 I asked Tara Parvey, director at the AAA: "At the very least, did your office receive any response from any Charter representative to AAA's letter mailed to them in November 2014 regarding my case number?" She replied with one word: "No." Three days after Charter representatives received my compact disc, the Microsoft Word document was created.

The non-compliance time period existed when Charter significantly re-wrote and re-structured residential terms of service that became effective October 1, 2014. Importantly, my demand for arbitration (AAA case no. 01-14-0001-8. .4) directly pertained to whether or not an arbitration clause was linked to my account prior to October 1, 2014 and if an arbitration clause was linked to my open dispute when the new terms of service became effective. Charter has not responded.

► *Charter did not exhibit interest in customer benefit when imposing new residential terms of service effective October 1, 2014.*

This comment to the FCC should not be considered a complaint, but rather providing substantive information that reveals pertinent behind-the-scenes details relating to one of the Applicants.

It is probable that Charter's new terms of service, effective in October 2014, was a result of my dispute which began in April 2014, with my first letter addressed to Tom Rutledge, CEO.

According to an online report by Business Insider in November 2013[†], Charter had 1.3 million customers that received solely Internet service. My dispute, which began in April 2014, claimed that Charter misinterpreted and/or misused the Terms of Service for customers that receive solely Internet service (i.e., not "bundled" with video and/or voice services). I presented to Charter that the Service Agreement posted online for Internet-only service was different and not linkable to the Service Agreement relating to customers that receive two or more services. Importantly, the Agreement for Internet-only customers contained no reference to arbitration or class action, and contained strict language regarding the monthly service fee.

[†] <http://www.businessinsider.com/charter-cable-ceo-surprised-that-customers-want-internet-not-tv-2013-11>

The reason Charter did not exhibit interest in customer benefit is that upon imposing a previously non-imposed arbitration clause and prohibition of class action, it was done while knowing they were at risk of a business-critical class action lawsuit pertaining to pricing of Internet service. In part, the following is a brief summary:

Including myself, common damage to residential customers has been that Charter acted without legal basis in applying pricing terms and conditions to month-to-month, Internet-only accounts whereby Charter masked the scheme of individual-based rate increases by defining termed discount periods against an arbitrary and ambiguous "standard" pricing. Prior to October 2014, Charter's Terms of Service provided strict legal obligation for the month-to-month, Internet-only rate charged to be defined as "standard monthly fee for the Service". Instead, after termed periods of time non-Term Contract customers like myself unduly received a rate increase using the disguise of a baseless "promoted" fee.

Charter knowingly and deliberately limited more than one million customers, including myself, from causing corporate harm in the face of a valid, on-going dispute regarding customer harm. In my letter to Charter's legal department dated October 21, 2014 I stated:

Charter did not simply modify the Terms of Service for all residential customers, but very significantly altered the agreement between Charter and Internet-only customers by shifting the "Entire Agreement" clause away from the *Charter Internet Residential*

Customer Agreement and creating a wholly new agreement, with an “Entire Agreement” clause, *General Terms And Conditions For Charter Residential Services*. This was not the agreement I agreed to when I obtained service in April 2013 nor during my billing dispute in April 2014.

The “Charter Internet Residential Customer Agreement” was posted at www.charter.com with a specific identifier: “Customer Agreement, Effective April 2008, Version 8.2.” After October 1, it no longer existed. More than one million customers were impaired by this maneuver.

On August 6, 2014 my billing statement contained the following in the ‘Charter News’ section:

Residential Terms and Conditions of Service – Charter’s Residential Terms and Conditions of Service have changed. The modifications shall be effective October 1, 2014. The restructured Residential Terms and Conditions of Service may be viewed at charter.com/termservice.

\$29.99 Triple Play – Enjoy all the great services Charter has to offer. Upgrade to the Charter Triple Play and watch over 125 channels including tons of FREE HD, surf with super-fast Internet speeds at up to 30 Mbps and call your family and friends with unlimited calling from \$29.99 per month each for 12 months when bundled (excludes equipment). To upgrade call 1-844-849-5029.

Tip of the Month: Understanding your Bill – Need help understanding your statement? We’ve got the answers. You can view the “Charter Statement” video at charter.com/statementinfo, press the On Demand button on your remote or go to channel 1 and click “Self-Help” or visit charter.net/tips to learn more.

On September 6, 2014 my statement contained only the following in the Charter News section:

\$39 TV – Experience the best in TV entertainment with Charter TV®. Enjoy crystal clear HD that won’t go out in bad weather like satellite. With Charter TV, you’ll get over 100 FREE HD channels available, instant access to thousands of movies and shows On Demand and advanced sound and picture that’s up to 6x sharper resolution than standard TV. Call 1-844-207-9423 to add Charter TV for \$39.99 per month for 12 months (excludes equipment).

More than one million customers were about to be prohibited from class action, an arbitration clause was about to be imposed, an “Entire Agreement” clause was about to be shifted to a new Agreement, and Charter chose to publish news about enjoying the experience of Charter TV®. After the new terms became effective, my billing statement of October 6, 2014 read as follows:

Welcome to a bigger, faster, more powerful world! – We’ve transformed your Internet into a high-powered information cannon and doubled your Internet speeds to 60 Mbps, 20x faster than DSL. There is no action required by you to enjoy these new speeds. Just sit back, surf and blast your way through the Web. Plus, add Charter Spectrum TV to your existing service and watch over 200 HD channels, the most HD you can get. Upgrade to Charter Spectrum TV at charterspectrum.com. Welcome to Charter Spectrum.™

\$39.99 Spectrum TV – Experience the best in TV entertainment with Charter Spectrum TV™. Enjoy crystal clear HD that won’t go out in bad weather like satellite. With Charter TV, you’ll get over 200 FREE HD channels available, instant access to thousands of movies and shows On

Demand and advanced sound and picture that's up to 6x sharper resolution than standard TV. Call 1-866-517-6136 to add Charter Spectrum TV for \$39.99 per month for 12 months (excludes equipment).

On October 12, TurlockCityNews.com (my city) reported online: "It's not too often something for nothing comes along, but by the end of this year all Charter Communications customers in Turlock will get a free speed upgrade to their internet service from 30 Mbps to 60 Mbps."

[Source: <https://www.turlockcitynews.com/life-social/item/3679-charter-to-double-internet-speeds-for-free>]

Eleven months later, on September 12, I wrote to Charter's VP and Associate General Counsel, Litigation: "This is a follow-up to my letter to you dated December 26, 2014. Today I noticed for the first time that the service details information for my account online has consistently stated "Internet Plus 30/4" through to this month. That is either an error or contradictory to what was published on my billing statement dated October 6, 2014." I had saved PDF screenshots of my account information every month and hadn't noticed that detail. But, as before, no response.

► *Charter has knowingly presented a caliber of Internet speed available for consumers to "surf the Internet" that is not true in practical instances.*

From June 2014 to September 2015 Charter advertised in the Charter News section of my billing statements speeds at which to I could surf the Internet:

06/2014: ...surf with super-fast Internet speeds at up to 30 Mbps...[†]
07/2014: ...surf with super-fast Internet speeds at up to 30 Mbps...[†]
08/2014: ...surf with super-fast Internet speeds at up to 30 Mbps...
12/2014: ...surf the Internet with speeds starting at 60 Mbps...
02/2015: ...surf with super-fast Internet speeds at up to 60 Mbps...
03/2015: ...surf the web with Internet speeds starting at 60 Mbps...
04/2015: ...surf the web with Internet speeds starting at 60 Mbps...[†]
05/2015: ...surf the web with Internet speeds starting at 60 Mbps...
06/2015: ...surf the web with Internet speeds starting at 60 Mbps...
08/2015: ...surf the web with Internet speeds starting at 60 Mbps...
09/2015: ...surf the web with Internet speeds starting at 60 Mbps...

[†] Disclaimer: "Available Internet speeds may vary by address."

A disclaimer was found in three statements. In my letter to Charter dated May 25, 2015, I stated:

Charter Communications advertised that Charter Spectrum Internet™ provides speeds starting at 60 Mbps, which is false in practical instances. The advertisements contained no reference to common factors that affect surf speed, such as use of a wireless router, the quality of technology of the router, the use of various computing devices, and quality of technology of those devices. So, customers like myself were persuaded to expect speeds starting at 60 Mbps that would not occur with commonly used technologies.

Even though I have a newer model router and both it and the modem have been reset, the highest speed obtained by my third-generation iPad was 47 Mbps on January 6, 2015. Recently my iPad tested at 13 Mbps. My Dell laptop obtained a speed of 38 Mbps at <http://speedtest.charter.com>

on April 24, 2015. On March 8, only 31 Mbps. On January 3, only 26 Mbps. In my letter dated December 26, 2014, I provided Charter a copy of a recent speed test, which was only 18 Mbps.

California Civil Code, Title 1.5, Chapter 3, Section 1770 (a) (7): “Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another” and Section 1770 (a) (5): “Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have....”

Alleged violation:

An iPad and similar mobile devices are not designed to connect via ethernet. Therefore, a wireless router is required when using Charter Internet service with those type of devices. Charter represented a specific standard of Internet starting speed without a disclaimer of any kind, when wireless routers (of varying qualities) are commonly required and devices used can substantially depreciate the caliber of speed experienced by common customers.

The grandiose plans presented via the Applications have the backdrop of Charter providing zero guarantee to consumers regarding Internet speed today. The current terms of service are explicit:

Charter’s Residential Internet Service Agreement:

10. Disclaimer of Warranties and Limitation of Liability.

e. Bandwidth.

i. Subscriber understands and agrees that Charter does not guarantee that any particular amount of bandwidth on the Charter network or that any speed or throughput of Subscriber’s connection to the Charter network will be available to Subscriber. Subscriber understands and agrees that the speed of the Internet Service provided at Subscriber’s site will vary depending upon a number of factors, including Subscriber’s computer system(s) and associated equipment (e.g., Subscriber-sourced WiFi routers/access points, etc.), Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond Charter’s control, and system failures, modifications, upgrades and repairs.

Do I need to know all of the ins and outs of New Charter’s offerings when Charter today gives customers a legally-binding guarantee that there is absolutely no guarantee “that any particular amount of bandwidth...any speed or throughput...will be available to Subscriber”? Charter has promoted consumer benefit to the Commission while the fine print is contradictory and does not guarantee any type of “promise” of Internet speed mentioned by the Applicants whatsoever.

► *Charter continues to impose an unconscionable provision pertaining to valid billing disputes, accompanied by malicious-type language on monthly billing statements.*

Effective prior to October 1, 2014, Section 6.1 of the Charter Internet Residential Customer Agreement stated: “Customer’s sole and exclusive remedies under this Agreement are as set forth in this Agreement.” Section 6.2 stated: “Charter’s entire liability and Customer’s exclusive remedy with respect to the use of the Service or its software and equipment, or any breach by

Charter of any obligation Charter may have under this Agreement, shall be Customer's ability to terminate the service or to obtain the replacement or repair of any defective software or equipment provided by Charter to Customer." Charter's new Terms of Service incorporated new terminology, naming consumers subscribers rather than customers, but the language of the new Residential Internet Service Agreement remained nearly identical regarding exclusive remedy:

Residential Internet Service Agreement: [current]

10. Disclaimer of Warranties and Limitation of Liability.

e. Bandwidth.

iv. Subscriber's sole and exclusive remedies under this Agreement are as set forth in this Agreement.

11. Limitation of Liability/Exclusive Remedy: Charter's entire liability and Subscriber's exclusive remedy with respect to the use of the Internet Service or its software and equipment, or any breach by Charter of any obligation Charter may have under this Agreement, shall be Subscriber's ability to terminate the Internet Service or to obtain the replacement or repair of any defective software or equipment provided by Charter to Subscriber.

Termination is neither redress nor corrective, but "Exclusive Remedy" and "Subscriber's ability to terminate the Internet Service" are conjoined. Charter implies and imposes what can not be academically defined as remedy, creating an unconscionable provision which allows evasion of any and all customer billing disputes by limiting responsibility to processing closed accounts or replacement/repair of defective software/equipment. This remedy is provided while accompanied by malicious-type language contained in monthly billing statements:

Complaint Procedures – If you disagree with your charges, you have 30 days from the billing date to register a complaint. During the dispute period, we will not terminate service provided you pay the undisputed portion of your bill.

Charter mentions a "dispute period" in billing statements, and promises not to terminate service while a subscriber contemplates terminating service due to no other remedy for billing disputes. Prior to October 1, 2014 the notice was different:

Complaint Procedures – If you disagree with your charges, you have 30 days from the billing date to register a complaint. Charter will provide an initial response within 3 days and a written response, if necessary, within 15 days. You will have 10 days to respond to our written response. During the entire period, we will not terminate service provided you pay the undisputed portion of your bill.

The language was changed from "During the entire period" to "During the dispute period" and customers are still instructed to "register a complaint" all while maintaining exclusive remedies that have nothing to do with ethical billing dispute resolution.

► *Charter has a fact-based, deeply unscrupulous culture at key leadership levels as it pertains to customer dispute resolution.*

Representatives of Charter Communications have grossly mishandled resolving my on-going comprehensive billing dispute, which remains open after more than 520 days. I comment so the Commission is aware of Charter's true culture as it pertains to customer dispute resolution. Thus far, I have communicated to non-executive Charter representatives via the following methods:

<i>Letter/Email</i>	<i>Addressee</i>	<i>Via</i>	<i>Tracking/Fax/Email</i>	<i>State</i>
04/08/2014	Customer Service	Phone	888-438-2427	SC
04/08/2014	Customer Service	First Class Mail	n/a (copy of letter to CEO)	SC
– 04/08/2014	Customer Service	First Class Mail	n/a (copy of letter to CEO)	WI
– 04/29/2014	Cust. Care Center	First Class Mail	n/a	SC
– 05/21/2014	General Counsel	Certified Mail	7013263000011...8078	MO
– 07/05/2014	General Counsel	Certified Mail	7014015000012...3940	MO
07/19/2014	General Counsel	Fax	314-909-0. .9	MO
		Certified Mail	7014015000012...4801	MO
07/22/2014	General Counsel	Fax	314-909-0. .9	MO
– 07/29/2014	Barry King ¹	Certified Mail	7013302000018...5227	MO
–		Fax (x2)	314-909-0. .9	MO
– 08/01/2014	Barry King	Fax	314-909-0. .9	MO
08/05/2014	Barry King	Email	b...@charter.com	MO
		Fax	314-909-0. .9	MO
08/06/2014	Barry King	Email	b...@charter.com	MO
		Fax	314-909-0. .9	MO
– 08/06/2014	Jamall Wright ²	Fax	314-909-0. .9	MO
–		First Class Mail	n/a	SC
–	Barry King	First Class Mail	n/a (copy of ltr to Wright)	MO
08/08/2014	Barry King	Fax	314-909-0. .9	MO
– 08/16/2014	Barry King	First Class Mail	n/a	MO
– 08/18/2014	Barry King	Fax (x2)	314-909-0. .9	MO
–		First Class Mail	n/a	MO
– 08/27/2014	Barry King	Fax	314-909-0. .9	MO
– 08/29/2014	Barry King	Fax	314-909-0. .9	MO
– 09/09/2014	Barry King	Fax	314-909-0. .9	MO
–	Larry Christopher ³	Certified Mail	7013302000018...8779	MO
– 09/24/2014	Barry King	Priority Mail	940590369930025...2823	MO
– 09/26/2014	Barry King	Fax	314-909-0. .9	MO
– 10/08/2014	General Counsel	Fax	314-909-0. .9	MO
–		First Class Mail	n/a	MO
– 10/21/2014	VP and Assoc GC ⁴	Fax	314-909-0. .9	MO
–		Certified Mail	7014182000017...4029	MO
– 10/31/2014	VP and Assoc GC	Priority Mail	940590369930028...7473	MO
– 12/03/2014	VP and Assoc GC	Fax	314-909-0. .9	MO
– 12/26/2014	VP and Assoc GC	Fax	314-909-0. .9	MO
–		Priority Mail	940590369930032...6311	MO
– 01/16/2015	VP and Assoc GC	Fax	314-909-0. .9	MO
– 01/20/2015	Travis Rygg ⁵	Priority Mail	940780369930001...5556 *	SC

* Signature Confirmation delivery

<i>Letter/Email</i>	<i>Addressee</i>	<i>Via</i>	<i>Tracking/Fax/Email</i>	<i>State</i>
– 01/26/2015	Hunt Brown ⁶	Fax	314-909-0. .9	MO
– 01/26/2015	Larry Christopher	Fax	314-909-0. .9	MO
– 02/04/2015	Larry Christopher	Priority Mail	940780369930001...8713 *	MO
– 03/08/2015	VP and Assoc GC-L ⁷	Fax	314-909-0. .9	MO
–		First Class Mail	n/a	MO
– 04/08/2015	Cust. Care Center	Priority Mail	940780369930001...3549 *	SC
– 05/08/2015	Cust. Care Center	Priority Mail	940780369930001...5561 *	SC
– 05/25/2015	Cust. Care Center	Priority Mail	940780369930001...1509 *	SC
– 06/08/2015	Cust. Care Center	Priority Mail	940580369930000...0236	SC
– 06/22/2015	Cust. Care Center	Priority Mail	940580369930001...4212	SC
– 06/24/2015	VP and Assoc GC-L	Fax	314-909-0. .9	MO
–		First Class Mail	n/a	MO
– 07/08/2015	Ashok Kuthyar ⁸	Email ⁹	m...@charter.com	SC
–		Email ¹⁰	SVC...@charter.com	SC
– 07/22/2015	VP and Assoc GC-L	Fax	314-909-0. .9	MO
–		First Class Mail	n/a	MO
– 08/31/2015	David Oldani ¹¹	Priority Mail	940580369930006...2300	MO
– 09/03/2015	Ashok Kuthyar	Email	a...@charter.com	CT
– 09/12/2015	VP and Assoc GC-L	Email ³	l...@charter.com	MO
–		Email ⁶	h...@charter.com	MO
– 09/12/2015	David Oldani	Email	d...@charter.com	MO
– 09/18/2015	Larry Christopher	Fax	314-909-0. .9	MO
–		Email	l...@charter.com	MO
–	Hunt Brown	Email	h...@charter.com	MO
–	Ashok Kuthyar	Email	a...@charter.com	CT
–	Michael Henry ¹²	Email	m...@charter.com	SC
– 09/22/2015	Michael Henry	Email	m...@charter.com	SC

* Signature Confirmation delivery

¹ Barry King, Director and Senior Counsel–Litigation

² Jamall Wright, Corporate Customer Escalation Department (title unknown)

³ Larry Christopher, Vice President and Associate General Counsel–Litigation

⁴ Vice President and Associate General Counsel (letters addressed to ‘Dear Sir or Madam’)

⁵ Travis Rygg, Corporate Customer Escalation Advocate

⁶ Hunt Brown, Vice President and Associate General Counsel–Legal Operations

⁷ Vice President and Associate General Counsel–Litigation (letters addressed to ‘Dear Sir or Madam’)

⁸ Vice President; at the time, LinkedIn.com stated “Vice President, Service Delivery & Support”

⁹ Letter addressed to Mr. Kuthyar sent via Michael Henry, sender of the unsigned letter from Mr. Kuthyar

¹⁰ Email address for Charter’s “Corporate Customer Escalation Department”

¹¹ David Oldani, Regulatory Specialist; responded on behalf of Charter to FCC complaint ticket number 367139

¹² Corporate Customer Escalation Department (title unknown)

To grasp the magnitude of what is presented, Charter Communications has not acknowledged and/or directly addressed my correspondence marked with a dash, and the list contains *all* of my correspondence addressed to Charter’s non-executive representatives. This should be considered in conjunction with the correspondence addressed to Charter’s Board and executive leadership, of which almost all of my correspondence in those lists could also be marked with a dash. There can be no doubt that Charter decisively and collectively ignored me as an active customer. With that in mind, these are the responses I have received from Charter:

<i>Letter/Email</i>	<i>From</i>	<i>Via</i>	<i>Tracking/Email</i>	<i>State</i>
04/15/2014?	unknown male	Phone	n/a	n/a
04/17/2014	unknown male	Phone	caller ID: 636-686-0. .5	MO
04/23/2014	Peggy Goodew ¹	Phone ²	caller ID: 203-905-7. .1	CT
04/24/2014	Peggy Goodew	First Class Mail	received 04/29/2014	CT
06/26/2014	Peggy or Pam	Phone ³	caller ID: 855-880-1. .8	n/a
07/23/2014	Barry King ⁴	First Class Mail	received 07/29/2014	MO
08/05/2014	unknown male	Phone	caller ID: 855-880-1. .8	n/a
08/06/2014	Barry King	Email ⁵	s...@gmail.com	MO
08/06/2014	Jamall Wright ⁶	Email	s...@gmail.com	SC
08/07/2014	Barry King	Email	s...@gmail.com	MO
08/11/2014	Barry King	FedEx ⁷	77080...4471	MO
08/11/2014	Barry King	First Class Mail ⁸	received copy 10/14/2014	MO
08/11/2014	Barry King	First Class Mail ⁹	received copy 09/24/2014	MO
09/16/2014	Barry King	First Class Mail ¹⁰	received copy 09/24/2014	MO
10/03/2014	Barry King	FedEx	77137...4996	MO
01/20/2015	Travis Rygg ¹¹	Email ¹²	s...@yahoo.com	SC
01/23/2015	Travis Rygg	Email	s...@yahoo.com	SC
01/26/2015	Travis Rygg	Email	s...@yahoo.com	SC
07/02/2015	Ashok Kuthyar ¹³	FedEx overnight ¹⁴	77398...3077	n/a
07/22/2015	Michael Henry	Email ¹⁵	s...@gmail.com	SC
09/15/2015	"Sincerely, Charter"	First Class Mail ¹⁶	received 09/21/2015	WI
09/18/2015	Michael Henry	Email ¹⁷	s...@gmail.com	SC

¹ Senior Director, Outsourced Customer Care Centers

² Charter contacted me using a mobile number not associated with my account, provided by a third party.

³ The caller mentioned the purpose of the call was due to "an executive escalation".

⁴ Director and Senior Counsel–Litigation

⁵ Charter contacted me using the email address associated with my account.

⁶ Corporate Customer Escalation Department (no title given)

⁷ FedEx tracking information shows that the shipping label was generated at 3:13 p.m. CST. Earlier in the day, at 9:28 a.m. PST, I had sent an unsolicited fax to John Malone's legal department office in Colorado and a fax to Paul G. Allen, founder of Vulcan Capital and former major shareholder of Charter, in Seattle, Washington. Also on this day my Priority Mail envelope to Richard Dykhouse, Exec VP, was delivered at 12:27 p.m. CST.

⁸ Mr. King responded to the Missouri Attorney General's office regarding my complaint dated July 23, 2014.

⁹ Mr. King replied via letter to the California Department of Consumer Affairs regarding me, when I had not contacted that agency. I filed a complaint with the California Attorney General's office dated July 22, 2014. His action could not have been a mistake, because he should not have received anything from that agency about me and my letter to Charter's General Counsel dated July 22 specifically mentioned that Charter's Terms of Service referenced the wrong agency for California residents—at the time, in Section 10.10 (b).

¹⁰ Mr. King replied to the California Attorney General's office follow-up letter, which stated: "Charter received a copy of the complaint directly from Mr. Sheridan, and unfortunately we directed our response to the California Department of Consumer Affairs instead of your office." I had not directly provided the complaint.

¹¹ Corporate Customer Escalation Advocate

¹² Charter contacted me using an email address *not* on file as an authorized point of contact.

¹³ Vice President; at the time, LinkedIn.com stated "Vice President, Service Delivery & Support"

¹⁴ Unsigned letter mailed via Michael Henry in South Carolina (the name on the FedEx label); Internet research suggested Mr. Kuthyar did not reside in S.C.; Mr. Henry at LinkedIn.com: "Executive Escalation Manager".

¹⁵ Automated out-of-office reply—I emailed to Mr. Henry my letter to the Vice President and Associate General Counsel, Litigation, dated July 22, 2015.

¹⁶ First late fee notice, though my account had accrued a disputed unpaid balance for four months.

¹⁷ Automated out-of-office reply—I emailed to Mr. Henry my letter to the Vice President and Associate General Counsel, Litigation, dated September 18, 2015.

When viewed as a whole, these facts prove my experience of long-term coordinated bullying by Charter. I have spent hundreds of dollars in postage, facsimiles, photocopies, etc., because I felt my position was right, and with discoveries, learned that my position was solid. I did not, however, anticipate the breadth and depth of opposition by so many at so many levels.

The single, most oppositional act committed by Charter against me, an active customer, was that Barry W. King, Director and Senior Counsel–Litigation in Missouri, wrote to me stating that Charter had no record of receiving any communications from me prior to July 19, 2014. According to that pretense, Charter had not received my traceable correspondence to the CEO, to the Customer Care Center, or twice to General Counsel. That declaration became the unwavering basis by which Charter has proceeded to this day regarding my dispute.

I present to the Commission the following facts that may signify Charter deliberately utilizes and maintains a customer care center in the state of South Carolina adverse to consumers:

1. On April 23, 2014 Peggy Goodew—Senior Director, Outsourced Customer Care Centers—called me from Connecticut wanting to speak with me regarding my dispute. I immediately declined stating that all communications regarding my dispute had to be in writing.

The next day, Charter's South Carolina office mailed a letter on South Carolina letterhead containing an unsigned letter from Ms. Goodew with her phone number in Connecticut as the contact number. In her letter she stated: "...Charter has attempted to contact you but has been unable to reach you...it is difficult for us to provide further assistance without being able to speak directly with you...Please contact my office directly at 203-905-7. .1 at your earliest convenience....." That was the last time I heard from Ms. Goodew.

2. On August 8, 2014 I mentioned to Mr. King by letter that I was inclined to report him to the Missouri Bar Disciplinary Counsel due to his actions (which I did on May 11, 2015). I had been researching Mr. King on the Internet and discovered an email address for him. On August 5, 2014 a representative of Charter had called my mother's home phone and she reiterated her written statement to Charter that she did not authorize her phone number to be used to contact me. The representative told her to inform me: "Someone from your local chapter is going to call him..." I then emailed Mr. King using the address recently found to notify him not to conduct verbal communication regarding my dispute. He replied, and the email contained a note at the end of his message:

NOTE: The Missouri Bar Disciplinary Counsel requires all Missouri lawyers to notify all recipients of e-mail that (1) e-mail communication is not a secure method of communication; (2) any e-mail that is sent to you or by you may be copied and held by various computers it passes through as it goes from sender to recipient, (3) persons not participating in our communication may intercept our communications by improperly accessing your computer or my computer or even some computer unconnected to either of us which the e-mail passes through. I am communicating to you via email because you have consented to receive communications via this medium. If you change your mind and want future communications to be sent in a different fashion, please advise me AT ONCE.

This email reply from Mr. King informed me that the phone numbers listed for my account were removed—in accordance with letters from my mother and myself, although he neither acknowledged receipt nor addressed the contents of those letters—and that my email address was added as a point of contact, though my email address had been on file for more than a year. He ended with, “Please let me know if you have any additional questions” when he had been made aware that most of my correspondence had not been acknowledged.

Concerned about the footnote in his email, and Charter being an Internet service provider that could potentially access my devices, I responded as follows:

After reading the Note at the bottom of your email message, I have decided to no longer consent to communicating with you or your office via this medium. I choose to opt out of communicating with you and your office further via this medium.

At this point, you have received everything needed to properly respond to my correspondence mailed to Charter in April, May and July. I look forward to hearing from you or a representative at any level that will now applicably and appropriately respond to my correspondence dated April 8 and 29, May 21, July 5, 19, 22 and 29, 2014.

Three hours after sending my reply, a non-titled “representative at any level” employee from a Corporate Customer Escalation Department in South Carolina emailed the following:

I am contacting you to acknowledge we have received your recent correspondence to Charter regarding your billing concern. To ensure I am able to assist you fully, please contact me at 864-286-5. .7 at your earliest convenience. I am in the office from the hours of 8:30am-5:30pm Sunday- Thursday. Once I am able to speak with you to acquire all information needed, we will work diligently towards finding a resolution. I look forward to hearing from you.

The subject was “Charter Communications - Department of Justice Inquiry”. I wrote a short letter to the representative and faxed it to Missouri before mailing it to South Carolina. The next morning Mr. King emailed me, stating: “I am responding via email as you specifically agreed to this in your acceptance of services pursuant to the Customer Service Agreement...I have also been provided copies of complaints from the South Carolina Department of Justice, the Missouri Attorney General, and presumably will see one from the California Agency you referenced in your complaint.”

Mr. King’s email included the email string from the previous day where I stated my opt-out choice per his note (also in the string) regarding Missouri lawyers. Mr. King conveyed that a copy of a complaint to the South Carolina Department of Justice had been provided to him, which did not exist. He later replied it was a mistake. However, the representative in South Carolina stated “Charter Communications - Department of Justice Inquiry” just three hours after I had emailed Mr. King to opt out of email and “I look forward to hearing from you or a representative at any level....” I heard from the South Carolina representative only one time.

3. In Mr. King’s letter dated July 23, 2014 he confirmed: “Lastly, you have communicated with representatives that all communications with you must be in writing.”

4. On October 3, 2014 Mr. King communicated on behalf of Charter in direct response to my letter addressed to a member of the Board of Directors stating: "Charter has fully...responded to your numerous communications. There is nothing further for us to resolve." No evidence existed of Charter addressing my correspondence of April 29, May 21, July 5, August 16, 18, 27, September 9 and 24, 2014. The bulk of my correspondence regarding my unresolved dispute was issued on those dates. Fourteen pages of non-repetitious correspondence had not been acknowledged by Charter whatsoever. That was the last time I heard from Mr. King.
5. On January 17, 2015 I wrote a letter to Kathleen Mayo, Executive Vice President, Customer Operations, and chose to copy only Richard R. Dykhouse, Executive Vice President, General Counsel and Corporate Secretary, containing an explicit confidentiality notice. The original and copy were sent in separate Priority Mail envelopes addressed to Charter's Connecticut office, one with signature required and the other without. Ms. Mayo's envelope was signed for at 12:55 p.m. EST. About three hours later, at 4:13 p.m., a representative of the Corporate Customer Escalation Department in South Carolina emailed me at an address not provided to Charter as a point of contact. This person's title: Corporate Customer Escalation Advocate. The subject of email: "In response to your letter to Charter's Executive Team". The message was almost identical to the one sent to me five months earlier:

I am contacting you to acknowledge we have received your recent correspondence to Charter regarding your billing and response concerns. To ensure I am able to assist you fully, please contact me at 864-286-5. .0 at your earliest convenience. I am in the office from the hours of 10:00am-6:30pm EST Monday-Friday. Once I am able to speak with you to acquire all information needed, we will work diligently towards finding a resolution. I look forward to hearing from you.

Charter was unaware that I shipped a Priority Mail envelope to the second representative in South Carolina, which contained a compact disc similar to what I am providing to the FCC. It was mailed on a Tuesday, the same day I received the representative's email. On Friday, the representative sent a second email with the same subject to the same private email address:

I wanted to reach out to you again to see if you still need assistance with this issue. If you do wish to discuss this issue with us please feel free to contact me at 864-286-5. .0. My office hours are 10:00am-6:30pm EST Monday-Friday. I hope this finds you well and look forward to working with you.

On Monday morning, the representative sent a third email with the same subject and message to the same private email address. Later that day, my Priority Mail envelope was delivered. That was the last time I heard from Mr. Rygg.

6. On June 22, 2015 I wrote the following via Priority Mail to Charter's Customer Care Center:

Attention: Customer Complaint

I have not received a response from Charter's South Carolina office since January of this year. Perhaps my letters have been too broad for your office to respond.

Since my unresolved billing dispute began last year, more than 425 days have passed. I request to be informed if Charter's office in Simpsonville has at the very least received each and every one of my communications listed below:

<i>Letter</i>	<i>USPS Tracking Number</i>	<i>Arrived</i>	<i>Time</i>	<i>Location</i>	<i>Addressee</i>
04/14/2014	None; via regular mail			Simpsonville	Customer Care Center ^C
04/29/2014	None; via regular mail			Simpsonville	Customer Care Center
08/06/2014	None; via regular mail			Simpsonville	Jamall Wright
01/20/2015	94078036993000....5556	01/26	01:27p ^{SC}	Simpsonville	Travis Rygg
04/08/2015	94078036993000....3549	04/10	12:49p ^{SC}	Simpsonville	Customer Complaint
05/08/2015	94078036993000....5561	05/11	02:09p ^{SC}	Simpsonville	Customer Complaint
05/25/2015	94078036993000....1509	05/29	01:19p ^{SC}	Simpsonville	Customer Complaint
06/08/2015	94058036993000....0236	06/10	01:47p	Simpsonville	Customer Complaint

^{SC} Signature confirmation delivery ^C Copy of letter addressed to another [04/08/14 letter to CEO]

Regards,

On July 8, 2015 I received a FedEx envelope via overnight service containing a six-sentence, unsigned letter on Charter letterhead, dated July 2, 2015, from a representative with the title Vice President. According to the label, the sender was Michael Henry from South Carolina. I searched LinkedIn.com and discovered the vice president's title was "Vice President, Service Delivery & Support" and Michael Henry's was "Executive Escalation Manager". But more surprising—or rather, not surprising at all—Internet research showed that the vice president did not reside in South Carolina but in the Connecticut/New York area. That was not the last time I heard from Charter, though, because in both July and September 2015, I received an automated out-of-office reply when sending emails to Michael Henry.

7. Backtracking a few months, on May 8, 2015 I submitted a complaint to the South Carolina Department of Consumer Affairs ("SCDCA"), ending my letter with the following:

As an active customer, I expect Charter to acknowledge receipt of my traceable, non-repetitious correspondence directly related to my individual billing dispute. With that, I complain to your office because Charter has ignored me. Although you cannot resolve my billing dispute, I seek your office's intervention concerning the behavior of Charter representatives in South Carolina.

What transpired at SCDCA in response to my letter may have been the result of a conspiracy deeply embedded against consumers—specifically customers of Charter Communications. I received a noticeably odd letter from Lauren B. Aguilar, Complaint Analyst I; but even more odd were her email responses.

With online research, I came across an SCDCA press release dated May 2, 2011, excerpted:

During calendar year 2010, SCDCA received nearly 5,500 consumer complaints. Debt Collection was the number one complaint category accounting for 13% of overall complaints, followed by Vehicles (10%); Utilities (8%); Financial Institutions (8%) and Real Estate (6%). Complaints received are classified under one of forty-one complaint categories. Debt Collection has consistently held a spot as one of the top three complaint categories over past years.

SCDCA's mediation of the thousands of complaints received in 2010 resulted in the return of approximately \$580,000 back to consumers in the form of refunds, credits and adjustments. "Although the agency's resources have diminished, SCDCA staff continues to mediate complaints effectively, negating the need to litigate and helping ease the burden on our state's court system," said SCDCA Acting Administrator Carri Grube Lybarker.

"SCDCA's voluntary mediation process allows consumers and businesses to resolve disputes for free, an important resource in the current economy," said Complaint Analyst Lauren Aguilar, who assisted in securing the highest consumer refund/credit for 2010. During the last 5 years, SCDCA staff processed over 30,000 written consumer complaints resulting in refunds, credits and adjustments exceeding \$6.1 million.

SCDCA aims to protect consumers from inequities in the marketplace through advocacy, complaint mediation, enforcement and education. To file a complaint or get information on consumer issues, visit www.sconsumer.gov or call toll-free, 1.800.922.1. .4.

Lauren Aguilar replied to me as one with many years of experience as a level-one analyst, so much so that she was quoted in a press release four years prior. Her reply was very specific:

...We regret the problems that you have experienced in this matter. However, our agency does not have any jurisdiction in this situation. This agency works towards the voluntary resolution between a business and a consumer.

...This Department does not have the authority to investigate the behavior of Charter representatives. The cable/satellite industry is a non-regulated industry. The Cable Communications Acts of 1984 and the Telecommunications Act of 1996 are two acts that Congress passed to promote competition and deregulation of this market. Your complaint will be kept on file with the Department.

Thank you for contacting this Department.

Sincerely,

Analytically, what first caught my eye with Ms. Aguilar's letter was the date *perfectly* printed between the letterhead words at the top, while the body of the letter was placed down below; and at the bottom, it read:

/wp
Enclosure
cc:

On May 18, 2015 I emailed Ms. Aguilar the following:

I received your letter today and I appreciate the thorough response. At the end the letter includes "cc:" without a name mentioned. Please confirm whether or not Charter Communications was notified of my complaint.

She replied:

They were NOT carbon copied in the letter. I should have deleted the “CC.” A copy of the complaint was sent to them as information but they are not required to respond to our Department as we would not handle the complaint.

Two minutes later she replied with an attached Microsoft Word document, stating:

I have attached another copy for your records without the “CC.”

The bottom of the letter, without letterhead, was changed from “/wp” to “lp/wpsa” and I was able to view the file properties to discover the creation date and editing time. It was created on the date of the letter with “Total editing time: 00:01:00” (one minute), even though almost half of the sentences in the letter were customized to my complaint. I replied:

Wow. You stated your office has no authority to handle my complaint then provided Charter with a copy? I don’t mean to prolong this, but if Charter responds will your office provide me notice of that response? Also, did you write them a similar letter stating your office was unable to facilitate the complaint?

She replied:

I sent a copy of the letter as a courtesy to you. I apologize for doing so. If, they respond I will send you a copy. No, I wrote them no such letter.

There were several back-and-forths, but I’m highlighting key facts in this comment. I wrote a letter to Valerie Rankin, Program Coordinator and Ms. Aguilar’s supervisor, who responded by letter. Here is the bulk of her response:

(1) Statement on Regulatory Authority over Charter Communications. In responding to complaints, the analysts of this Department have discretion to provide the complainant with information pertaining to the relevant regulatory statutes.

(2) Sending a Copy of the Complaint to Charter Communications. Although this Department lacks regulatory authority over Charter Communications, we are able to seek a voluntary resolution between a complainant and the company at issue. One way to reach a voluntary resolution is to inform the business that a problem exists. For this reason, we send copies of complaints to the businesses against whom they are filed.

(3) Copy of a Letter Stating Department’s Conclusions to Charter Communications. The letter to which you refer in your third item does not exist. Our complaint system automatically forwards approved complaints to businesses who have registered with our office to utilize the system.

Though the system was automated, Ms. Aguilar stated that she both sent a copy as a *courtesy* to me and *apologized* for doing so. After further research I concluded to Ms. Rankin:

...The analyst provided me information about federal non-regulation, state lack of jurisdiction and authority, and no mention of the Department becoming involved other than the issued reply.

The Department's response to my complaint involved: (1) direct dissuasion and indirect intimidation by specifically detailing non-regulation that does not pertain in any way to the Department's mandate, and (2) impropriety by knowingly providing privileged information to a third party with no consumer notification, having no legal jurisdiction whatsoever.

Your letter infers that my complaint was approved. My complaint to SCDCA did not qualify to be defined as approved because my matter was outside of the Department's jurisdiction. The moment it was determined the Department lacked jurisdiction regarding my correspondence, legal right did not exist to control my correspondence, which accompanied the Complaint Form, by exposing its contents to a non-governmental party.

According to your letter, Charter is allowed to monitor incoming consumer complaints provided by an agency absent of jurisdiction free of legal obligation. Fundamentally, SCDCA facilitates corporate suppression of consumer disputes by volunteering information as a government agency as though it were the nonprofit organization, Better Business Bureau...

My initial letter of May 8 stated that SCDCA could not resolve my dispute. What I sought from SCDCA was intervention for Charter to respond to my correspondence, but what happened was like Julie complaining to Jill about Jane, and Jill says, "I exercised my right to tell Jane what you said even though it's none of my business, I can't do anything about it, oops, I forgot to tell you, and, oh, I hope it all works out."

Charter Communications has its customer care center placed snugly in a state that deals strictly with volunteerism. SCDCA was just another avenue by which Charter blatantly ignored me.

► *Charter had no legal basis prior to October 1, 2014 to impose pricing terms and conditions on non-Term Contract, month-to-month accounts related solely to Internet service.*

What I am about to present could be construed as a complaint, but there is a high probability that my open dispute with Charter is correct, and therefore impactful to many consumers. I suggest to the Commission that one of the Applicants, Charter, has knowingly and deliberately misused and misinterpreted terms of service for a category of customers, and should be denied approval at this stage of its corporate history.

In April 2013 I began receiving Charter Internet service. Thoroughly detailed in correspondence to Charter, I was not informed of any type of promotional rate for the service and I was told the month-to-month rate would remain consistent. When I received my first billing statement, it did not suggest in any way that I was receiving a promotional rate, nor did it suggest a pricing period (i.e., 12 months). As previously conveyed by phone, it also stated the modem was free.

One year later, to my complete surprise, the April 2014 billing statement showed a rate increase from \$29.99 to \$44.99, with the following in the Charter News section:

Promotion Discount – Thank you for being a Charter customer. This is just a reminder as you review this month's statement that the discounted rate for the first part of your promotion period has ended, but Charter is pleased to continue to provide you a discount off standard pricing for an additional 12 months. Thank you again for your business. It is our pleasure to serve you.

Charter lacked legal basis within the relevant terms of service to impose a promotion period. The most revealing detail is that Charter used “the first part of your promotion period” together with the non-solicited imposing of a second period before increasing to an ambiguous “standard” rate, for a “No Contract” (non-Term Contract) month-by-month account.

I note that the word subscriber generally means a homeowner, apartment dweller, business, etc., that pays a monthly charge to be connected to a television cable service. When I obtained service from Charter in 2013, I was referred to in the terms of service as a customer, not subscriber. But more importantly, I did not commit to subscribe to Internet service for a minimum term.

In my demand for arbitration to Charter dated October 31, 2014, I detailed the disconnect of the two Agreements within the Terms of Service that related to customers receiving Internet service: one pertained to customers receiving Internet service *and* additional service, and the other more obscure Agreement pertained to those receiving solely Internet service. *All* customers receiving *solely* Internet service could not be described as having a Term Contract (i.e., minimum term).

If my position is correct, it is plain and simple: Charter wooed consumers with low advertised rates with later behind-the-scenes rate increases using a backdoor that did not legally exist. The Agreement relating solely to Internet service contained strict language regarding what type of monthly service fee could be applied to the account:

Charter Internet Residential Customer Agreement: [as of July 2014]

4. Customer Payment Obligations

4.1 Service Fees: Charter will bill Customer a standard monthly fee for the Service...
Charter may change the amount of the standard monthly fee....

My position has been that when Charter first charged \$29.99 for a month of Internet service, that became the “standard” rate. Instead, Charter treated my account as though it was subject to an existing ambiguous rate that would come into full force after 12-month promotion periods (i.e., months 1-12 and 13-24, with the first “discounted” rate being more tolerable than the second).

Among many other points communicated to Charter, I presented the following:

[California Civil Code, Title 1.5, Chapter 3,] Section 1770 (a) (13): “Making false or misleading statements of fact concerning reasons for, existence of, or amounts of price reductions.”

Charter is unable to reference any text within the Terms of Service pertaining to Internet-only residential customers active prior to October 1, 2014, that mentioned the reason for, existence of, or period of months involved for the first part, second part, or any part of a termed period of a discounted/reduced month-to-month service rate. As detailed in prior correspondence, Charter was legally bound to charge me a standard fee for the service.

Prior to October 1, 2014 Charter’s terms for my account posted online ended as follows:

Charter Internet Residential Customer Agreement: [as of July 2014]

10. Miscellaneous

- 10.1 Entire Agreement: This Agreement and the schedules referenced in this agreement constitute the entire agreement with respect to the Service. This Agreement supersedes and nullifies all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter of this Agreement.

...

10.10 Information For California Residents Only:

Under California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights information:

- (a) Contact Information. Customers can contact Charter at:

Charter Communications
Attn: Customer Care
12405 Powerscourt Drive
St. Louis, Missouri 63131-3660
1-888-GET-CHARTER

- (b) Complaints. California residents with complaints may also contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at: State of California, Department of Consumer Affairs, 1625 North Market Boulevard, Sacramento, CA 95834 or by telephone at: (916) 445-1254.

- (c) Charges. Charges to Customer imposed by Charter for use of the Service are as follows: Current rates for using the Service are in Charter's Pricing Schedule, which is provided to Customer with the installation kit, may be included in Charter's Services Guide and may be posted at Charter's website (www.Charter.com). Charter reserves the right to change fees, surcharges, and monthly fees or to institute new fees at any time, all pursuant to Section 4 of this Agreement.

For information regarding notification of the sharing of certain personal information with third parties, under California Civil Code Sections 1798.82 – 1798.84 click here: [Your Privacy Rights \[hyperlink\]](#).

Customer Agreement, Effective April 2008

Version 8.2

I presented to Charter that section 10.1 made it clear that the Agreement superseded and nullified all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the parties, so that any verbal communication given during an initial order call could not supersede the Agreement.

I presented to Charter that 'Pricing Schedule' was mentioned in only one location: Information For California Residents Only. I detailed in correspondence that I was not given the installation kit, which was to provide the Pricing Schedule. I communicated to Charter by fax that 10.10 (b)

was incorrect due to the online notice concerning Internet service providers at the website for the California Department of Consumer Affairs. And, I presented to Charter that 10.10 (c) explicitly stated a reservation for the right to change fees, surcharges, and monthly fees or to institute new fees at any time was “all pursuant to Section 4 of this Agreement.”

Effective October 1, Charter’s terms no longer contained the word kit in reference to a Pricing Schedule being given to a customer on the day of installation. Here is proof that Charter knew of my detailed dispute, recognized it, ignored it, then imposed the following on customers:

Effective October 1, this is how the entirely new agreement began:

GENERAL TERMS AND CONDITIONS FOR CHARTER RESIDENTIAL SERVICES

In addition to these Residential General Terms and Conditions of Service (“General Terms”), You (“Subscriber”) agree to be bound by the terms of service applicable to the residential Charter service(s) to which You subscribe (hereafter, “Service” or “Services”)...In the event of any conflict between these General Terms below and the Service-specific Terms of Service, the Service-specific Terms of Service shall control.

...

Subscriber’s signature on the work order presented upon installation of Services and/or Subscriber’s use of Services are evidence of Subscriber’s agreement to the Terms of Service. Charter may change its prices, fees, the Services, and/or the Terms of Service. Subscriber’s continued use of the Services after notice of the change, shall be considered Subscriber’s acknowledgement and acceptance of the changes. The current version of the Terms of Service may be found at “www.charter.com” under “Terms of Service/Policies.” Subscriber may not modify the General Terms below, the Service-specific Terms of Service, or the Charter Subscriber Privacy Notice [hyperlink] by making any typed, handwritten, or any other changes to it for any purpose. This is a binding legal document.

These General Terms and the Terms of Service do not apply to services sold under the Charter Business® brand.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION 24, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION, WHICH AFFECTS SUBSCRIBER’S RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICES.

It is important to note that prior to October 1, my account was not subject to a general terms and conditions agreement. Charter, however, created this agreement then stated subscribers were *also* bound to a Service-specific agreement (“Service-specific Terms of Service”), shifting the “Entire Agreement” clause previously in force. The new terms removed “Version 8.2” from the previous Agreement related to Internet customers, placing all residential customers under the umbrella of “The current version of the Terms of Service....”

The text above conspicuously states “Charter may change its prices, fees, the Services, and/or the Terms of Service.” Prior to October 1, Charter was bound by explicit, restrictive language.

The text also informs that “Subscriber’s signature on the work order presented upon installation of Services and/or...[is] evidence of Subscriber’s agreement to the Terms of Service.” Earlier this year, I documented the following:

Conversation with onsite Charter technician on May 23, 2015:

Two Charter vans parked directly in front of my mother’s apartment, installing new service(s) in a nearby apartment. As they were about to leave standing directly in front of my mother’s door, I walked outside and asked several questions. The driver of the van with license plate number 7U3. .21 (vehicle reference number 27. .CH) confirmed that new Internet service had been installed in a nearby apartment and that the signal speed had not been tested though installation was complete. I asked three different ways to confirm that the speed had not been verified when installing service, and the technician kept redirecting to the fact that the customer didn’t have a computer or laptop available to test the speed. I asked if the technician had a laptop with him and he replied “No.”

I mentioned that the speed through my modem—not wirelessly—was not at least 60 Mbps even though that’s what Charter advertises. I mentioned that my sister in town recently had Charter Internet service installed (May 3, 2015) and I was standing there with the technician in her house as he witnessed that the speed directly from the modem using an ethernet-plugged laptop did not reach 60 Mbps at Charter’s website for Internet speed tests.

Today, the technician first mentioned that the speed “does not always reach that” but changed his comment to “I would say 9 out of 10 installations reach that speed” when he offered to check the speed directly from my modem, using my laptop, and I declined commenting that there simply seems to be a trend of speeds less than 60 Mbps when Charter has clearly advertised that their speed STARTS at 60 Mbps, even on the monthly statement. The other tech did not engage in the conversation (license plate number 758. .J1). [See photos on the next page.]

On a similar note, I was actively involved in the recent installation of my sister’s Charter Internet service. She was provided a “month-to-month, no contract” rate of \$39.99 with a 12-month term discount of \$20.00. The technician who installed her service mentioned to me that the speed does not always reach 60 Mbps from the modem. Although my sister was provided a different model of modem, the installer confirmed that the model I was provided was also newer technology (I showed him an image of my modem and model number). When the installation was complete, after he and I had witnessed the speed tested at less than 60 Mbps well within the city limits in a residential neighborhood, he proceeded to leave without comment or providing any paper or information other than that my sister should expect to receive a statement in the mail. He did not require a signature to confirm the installation occurred. When I asked him to at least provide her account number so she could register at www.charter.com, he became visibly inconvenienced, provided the account number and left.

Regarding the waiver of class actions, I presented to Charter in May 2015 the alleged violation of subverting California Civil Code, Title 1.5, Chapter 4, Section 1781 (a) that grants provision:

Chapter 4, Section 1781 (a): “Any consumer entitled to bring an action under Section 1780 may, if the unlawful method, act, or practice has caused damage to other consumers similarly situated, bring an action on behalf of himself and such other consumers to recover damages or obtain other relief as provided for in Section 1780.”

Alleged violation:

Charter's Terms of Service for California residential customers contradicts California law pertaining to class action.

I presented the following to Charter that describes the "wooing" of consumers:

[California Civil Code, Title 1.5, Chapter 3,] Section 1770 (a) (9): "Advertising goods or services with intent not to sell them as advertised."

Alleged violation:

In April 2013, Charter advertised \$29.99 per month each for 12 months when bundling video, voice and/or Internet services via both digital and printed media when at the same time offered Internet-only non-Term Contract service at the same monthly rate. Charter represented an Internet service rate obtained only by securing a minimum subscription to services that could simultaneously be obtained without a minimum subscription.

The California Business and Professions Code Section 17200 et seq. may also apply. Customers like myself responded to Charter's advertisements about low rates for bundled services and were then provided the same rate without bundling. My experience of that is detailed in my letter to Charter dated August 16, 2014.

Rather than seeking for the Commission to resolve my individual dispute, I urge for Charter to provide a response to the issues mentioned in a non-confidential manner.

With the background of what has been mentioned in my comment, here is how Charter reacted in April 2014 to my initial billing dispute via a letter to Charter's CEO: The first letter I received was from the Senior Director, Outsourced Customer Care Centers in Connecticut, that declared, "Mr. Sheridan we would also like to inform you that your account has been updated to reflect the \$29.99 internet rate for the next 12 months." They had had my letter to the CEO and my repeated refusals to verbally discuss the matter by phone, and they decided to reverse the increase with no explanation whatsoever.

On the same day I received that letter, I continued with the 500+ day journey of disputing with Charter, and in July, more than one year later, I received a letter via FedEx overnight service:

Dear Mr. Sheridan,

...

...

While we value your business, we cannot continue to provide you with promotional pricing as you have requested.

Very truly yours,

[unsigned]

Ashok K. Kuthyar
Vice President

At a glance, the vice president's ending statement may seem innocent, but it was malicious. I am in my *third* year of service and Charter refuses to remove promotional pricing from my account.

Additionally, it was my understanding that the modem provided for Internet service was free. I communicated the following details to Charter both in August 2014 and May 2015:

Charter conveyed by letter on August 11, 2014: "You misinterpret the billing statement as to the modem. It is still Charter owned and must be returned upon termination of service. The zero balance on the bill reflects that there is no monthly modem lease fee...."

At that time, Section 4.1 of the Charter Internet Residential Customer Agreement declared: "If Customer leases equipment from Charter, additional monthly charges will apply." Since the beginning of my month-to-month service, Charter did not include additional monthly charges per the Agreement other than the one-time installation charge, thereby strictly confirming the modem has not been leased.

At that time, Section 1.1 of the Charter Internet Residential Customer Agreement stipulated: "Charter may supply equipment such as modems, gateways, routers, or wireless cards, for a fee, to operate the Service." Since the beginning of my month-to-month service, of more than two years, Charter has not presented a fee for the modem.

At that time, Section 6.4 of the Charter Internet Residential Customer Agreement declared: "All equipment provided by Charter shall remain its sole property throughout the term of this Agreement, unless expressly stated otherwise." Charter's month-to-month statement of April 2013 contained in the Charge Details section "Free Internet Modem ... 0.00" as an individual line item. Later, the Charge Details section stated "Internet Service (includes modem)" and beginning October 2014, the month-to-month statements ceased from mentioning the modem.

Alleged violation: [of California Civil Code, Title 1.5, Chapter 3, Section 1770 (a) (14)]

According to the strict language of the Charter Internet Residential Customer Agreement effective prior to October 1, 2014, Charter represented a right of ownership pertaining to modems provided to customers for Internet service which it did not have for statements initially issued containing "Free Internet Modem ... 0.00" in the Charge Details section.

In conclusion to this part of my comment, I can only hope the Commission will discover the true face of Charter as this information has been kept hidden in Connecticut, Missouri and elsewhere.

► *Charter's Board of Directors is conflicted by John Malone and Gregory Maffei.*

On June 2, 2015 it was reported online that John Malone spoke to Liberty company shareholders regarding Charter's planned mergers: "Malone adds that government approval will "happen faster than people think... There's very little dirty underwear that people can find at the bottom of the suitcase. It's all out there."" [Source: <http://deadline.com/print-article/1201436299/>]

I suggest to the Commission that it is not mere opinion that Charter's Board is conflicted as it pertains to the Applications. Mr. Malone's interests in the relevant mergers have little to do with the public's benefit.

In November 2013, the New York Times published the article, *Once Cable's King, Malone Aims to Regain His Crown*, in which excerpts reveal explicit intentions of two powerful individuals:

John C. Malone made a fortune wiring American homes for cable television in the 1980s and 1990s. Known as the King of Cable, he sold TCI—once the country's largest cable operator—to AT&T for \$48 billion in 1999.

Today, Mr. Malone, 72, is back on the prowl in the industry he helped create. Now chairman of Liberty Media, he is working behind the scenes to gain control of Time Warner Cable, the country's second-largest cable operator by subscribers, behind Comcast.

"John looks out and says, 'That's an industry that I helped shape, that made me a lot of money, but more importantly that I care a lot about, and I want to see that industry set right,'" Gregory B. Maffei, Liberty Media's chief executive, said in a recent interview.

"We have expressed a view that consolidation is helpful," Mr. Maffei said, adding, "Time Warner Cable is appealing."

Liberty Media's efforts to generate a deal for Time Warner Cable began in March, when it acquired 27 percent of Charter Communications, the fourth-largest cable operator in the United States. With influence over Charter in hand, Mr. Malone and Mr. Maffei now want to see Charter make a bid for Time Warner Cable. Charter's chief executive, Thomas M. Rutledge, is on board with the plan.

Now that Mr. Malone has surfaced, however, a deal of some kind is almost inevitable. "We're always looking at how Malone gets a path to control," said Jason Bazinet, a media analyst with Citigroup. "Malone is patient. He'll sit there like a snake in the weeds for five years and then he'll pounce."

Regardless of how the pursuit of Time Warner Cable turns out, Liberty Media's early efforts to secure a deal provide a look at the tactics and priorities of one of the media industry's most mercurial investors. "Some media companies are in it for generational control," Mr. Maffei said. "That's not Liberty. We're in it for shareholder returns."

"We spend an awful lot of time trying to avoid corporate-level income tax," said Mr. Maffei, who joined Liberty Media in 2006 after stints as chief financial officer at Oracle and Microsoft. One way it does this is by spinning out companies in its portfolio, rather than selling stakes to other companies. In doing so, Liberty Media avoids paying corporate taxes, instead passing along stock in newly public companies to its shareholders. "The mother ship, Liberty Media, has spun out a ton," Mr. Maffei said. "Why do we do that? Because if you put those securities in shareholders' hands, you avoid corporate-level tax." This strategy is so much a part of Liberty Media's DNA that the company Mr. Maffei oversees today contains precisely zero of the assets it held when he took over seven years ago. Among the companies and stakes it has sold or spun out in recent years are Discovery Communications, Starz and DirecTV.

Liberty Media's strategy of relentlessly acquiring and shedding assets traces its roots to the time when Mr. Malone ran TCI. Liberty Media was originally a spinoff from TCI that held small stakes in lots of cable channels that it helped finance....“Liberty ended up owning stakes in everything,” Mr. Maffei said. “We’ve spent the last years trying to get out of that stuff to try and avoid corporate-level taxes.”

A favored disposal tactic is the tax-free spinoff known as a 355 transaction, which allows Liberty to exchange shares in a company for cash and assets without being taxed. For example, Liberty Media owned about \$1.7 billion of Time Warner stock. It exchanged that stake for \$1.3 billion in cash and the Atlanta Braves. Similarly, Liberty Media wound up with a stake in CBS because it helped finance Black Entertainment Television. When it returned the stake to CBS, it received cash and a TV station in Green Bay, Wis. “It was a terrible TV station, but it was better than paying the government,” Mr. Maffei said.

And Mr. Malone also continues to employ a variety of complex tactics such as tracking stocks and deals known as reverse Morris trusts. “He is as much a financial engineer as a media mogul,” said Mr. Bazinet of Citigroup. Like most companies, Liberty Media was battered during the financial crisis. But while others panicked, Liberty Media went shopping.

When the opportunity to buy a stake in Charter came earlier this year, Mr. Malone saw it as a chance to get back into the cable game. Indeed, he has publicly lamented his sale of TCI to AT&T. “I’m not sure John thinks it was the right thing to sell it back in 1999,” Mr. Maffei said.

Over the years, the deal machine that is Liberty Media has made both Mr. Malone and Mr. Maffei very rich. According to Forbes, Mr. Malone is worth at least \$6.7 billion. He is also the largest private landowner in the country, with vast swaths of wilderness from Maine to Colorado. Mr. Maffei made \$391 million in 2012 alone, mostly through stock options.

Today, Mr. Malone is looking to expand his empire. While his title at Liberty is chairman, he is the driving force behind the quest to combine Charter and Time Warner Cable. “John has tongue-in-cheek described himself as a philosopher and investor, and suggested I had to do all the heavy lifting,” Mr. Maffei said. “But nothing of consequence gets done at Liberty without John being on board.”

[Source: <http://dealbook.nytimes.com/2013/11/24/once-cables-king-malone-aims-to-regain-his-crown/>
A version of this article appeared in print on 11/25/2013, on page B1 of the New York edition with the headline: Once Cable’s King, Malone Aims to Regain His Crown.]

Less than one year after this article was published, the Liberty Broadband Corporation became a spin-off, with Mr. Maffei positioned as President and CEO of Liberty Broadband and Liberty Media. Liberty Broadband’s annual report to the Securities and Exchange Commission this year stated that John Malone beneficially owns shares representing the power to direct 47% of the aggregate voting power in the company—a major beneficiary if the Applications are approved.

In 2010, the New York Daily News published the article, *Yowza! Most compensated U.S. CEO Gregory Maffei earned a whopping \$87M in 2009*, excerpted:

Liberty Media Corp.’s head honcho Gregory Maffei hit a \$87.1 million compensation jackpot last year, making him the most-rewarded CEO on the Wall Street Journal’s 10 highest paid executives list. [Source: <http://www.nydailynews.com/news/money/...article1.455292>]

In July 2014, Forbes published the article, *When Directors (Like Gregory Maffei) Serve on Too Many Boards*, excerpted:

Maffei, however, does have a character flaw that has potentially devastating consequences well beyond the walls of Liberty Media. He can't say no when it comes to corporate board opportunities. In addition to his board position at Liberty Media, he serves on the boards of Zillow, TripAdvisor, Starz, Live Nation, Sirius XM, and Charter Communications. If you're keeping count, that is seven corporate directorships of publicly traded corporations. I could understand six, but seven (insert sarcastic tone)? Oh, and in his spare time he serves on the board of trustees of his alma mater, Dartmouth College.

Now of course, to be fair, several of Maffei's board positions are associated with Liberty Media equity stakes, specifically in Charter Communications, TripAdvisor, Sirius XM, and Live Nation. Such appointments are often part of negotiations when an investment firm takes a significant equity position in a company. However, the consistency of today's corporate world is instability. Where is Maffei's attention directed in the midst of disorder, toward those boards where Liberty Media has an equity stake or those where it does not (Zillow and Starz)?

Under no circumstances can you convince me that an individual can simultaneously serve on the boards of seven publicly traded corporations (as well as be the CEO of one of those companies) and effectively represent the interests of the shareholders of all of them.

According to Intrabond Capital U.S., a strategy execution and management firm, the average board member spends at least 10 hours a month on board-related activities per corporation (including board and committee meetings and preparation and review of materials). In the case of Gregory Maffei, that would translate to 70 hours a month, beyond serving as CEO of Liberty Media....Looking for good news in all this? Ask the shareholders of Barnes & Noble and Electronic Arts. Maffei stepped down from those boards over the past two years.

[Source: <http://www.forbes.com/sites/forbesleadershipforum/2014/07/31/when-directors-like-gregory-.../>]

In November 2014, Fierce Cable published the article, *'Hell, yes!' Malone will go after TWC if Comcast can't close the deal*, stating:

Liberty Global Media Chairman John Malone hasn't given up on acquiring Time Warner Cable. Asked during Liberty's investor day event Wednesday if he'd go after the MSO if its proposed acquisition by Comcast was scuttled by regulators, Malone responded with an emphatic "Hell, yes." Not that he sees that prospect as likely—he put the chances of the FCC and Department of Justice approving the \$45 billion deal at 80 percent. "I probably would have said 90 percent when it was announced," Malone told CNBC's Chris Faber in a separate speaking engagement...

[Source: <http://www.fiercecable.com/node/75331/print>]

In June 2015, the Hollywood Reporter published the article, *John Malone: Charter-Time Warner Cable Deal Won't Face "Material" Regulatory Issues*, excerpted:

Malone also said that some shareholder groups have criticized that he and Liberty Media CEO Greg Maffei are sitting on too many corporate boards. "It's kind of silly," he said. People with a controlling vote in a company should sit on the respective board. "We do represent the various

Liberty groups,” Malone said. “To do otherwise, would be silly.” He quipped that he didn’t want to call shareholder groups silly, but “if it fits, they should wear it.”

[Source: <http://www.hollywoodreporter.com/print/799465>]

In June 2015, the Denver Post published the article, *Liberty Media pushes up executive pay in Colorado*, stating:

Gregory Maffei runs four companies and oversees billions of dollars of assets at the Liberty Media family of companies. Overworked, yes. Underpaid, not so much. Maffei reclaimed the title of Colorado’s highest-paid executive in 2014, a spot he also held in 2009 and 2012, with total compensation of \$124.1 million across four separate firms.

[Source: http://www.denverpost.com/business/ci_28391271/liberty-media-pushes-up-executive-pay-...]

In May 2015, Reuters published the article, *Charter’s Time Warner Cable bid faces \$2 billion regulatory question*, which is astonishing:

Time Warner Cable, entering into talks to be acquired by Charter Communications Inc just a month after regulators killed a proposed takeover by Comcast Corp’s, was determined not to get burned a second time. It won such an insurance policy on Tuesday, when Charter included as part of its \$56 billion takeover agreement a pledge to pay Time Warner Cable a \$2 billion breakup fee if the deal goes south. Comcast, by contrast, had made no such pledge and was able to walk away scot-free when its bid collapsed.

[Source: <http://mobile.reuters.com/article/topNews/idUSKBN0OB2P420150526?irpc=932>]

If correct, Charter’s Board flouted fiduciary duty by approving a significantly adverse position if government approval is not secured. If correct, and the Applications are denied, this audacious act could impair Charter and become unnecessarily adverse to consumers.

In June 2015, the Los Angeles Times published the article, *To sway regulators, Charter pledges to play nice on Internet*, which begins with a common perspective: “Charter is trying to convince the government that consumers will benefit if it is allowed to create a cable giant....” I suggest to the Commission that Charter’s key Directors, John Malone and Gregory Maffei, are not capable in their positions to focus on consumer benefit but rather increasing monetary value and a broad array of both national and international corporate influence. Charter’s Board must be swayed by John Malone’s and Gregory Maffei’s highly-influential non-consumer goals and intentions, and that swaying is the catalyst of the Applications.

► *Probable tainted public comment submitted to the FCC in favor of the Applications.*

With a letter dated September 4, 2015 the mayor of Turlock, California submitted a comment to the FCC in favor of the Applications. I discovered this on September 14 as I was reviewing submitted public comments listed at the FCC website. Of approximately 200 at that time, I chose to view one last comment before leaving the site, and the last was from my mayor. Immediately, I felt that it was not a coincidence, the mayor had not composed the letter, nor was it initiated by anyone at his office. I wrote Mayor Gary Soiseth and ended my letter with “No, you didn’t

compose the letter you signed on behalf of Charter, nor did anyone in your office initiate it.” He replied on September 18 using an official mayoral blank card containing a handwritten note:

Dear Shawn—

Thank you very much for reaching out to me regarding my stance on Charter Communications. While I’m sorry for your dispute with them, I believe this merger will be beneficial to consumers as a whole. My stance is based on a personal contact with staff at Charter and based on my own independent research. I would be happy to put you in contact with someone there regarding this topic and/or your dispute. Again, thank you for reaching out. I’m sorry you have lost faith in the electoral process—I’ll work hard to change that. Gary

According to the mayor, his comment to the FCC is based in part on a personal contact with staff at Charter. He is even happy to put me in contact with “someone there” at Charter. However, that note does not reveal the extent of influence in the mayor’s submitted comment.

According to information posted at LinkedIn.com, Mayor Soiseth is a third generation almond farmer focused on sustainable solutions to Turlock’s current diminishing groundwater resources, neglected local roadways, and inadequate highway interchanges. Located in central California, Turlock is surrounded by almond, peach and walnut orchards.

In his note, the mayor stated his stance was partly “based on my own independent research.” The official comment to the FCC, however, contains these very specific considerations:

“It would also promote diversity in its industry by building upon Time Warner Cable’s hiring and mentoring programs, external partnerships and programming options. These initiatives would cover major areas of concern in an industry where cultural diversity is often lacking.”

It is improbable for an untainted mayor focused on agricultural and road issues to originate such specific language about Time Warner Cable. His letter consists of twelve sentences and only the first two relate to Turlock. I suggest to the Commission that Charter and/or Time Warner Cable have infiltrated the public comment submissions process via chambers of commerce, mayors and others through unfair advantage and/or clandestine pressure subversive to the public.

Sincerely,



Shawn Sheridan
Turlock, California

cc: Vanessa Lemmé	Media Bureau	Vanessa.Lemme@fcc.gov
Ty Beam	Media Bureau	Ty.Bream@fcc.gov
Elizabeth McIntyre	Wireline Competition Bureau	Elizabeth.McIntyre@fcc.gov
Adam Copeland	Wireline Competition Bureau	Adam.Copeland@fcc.gov
Jim Bird	Office of General Counsel	TransactionTeam@fcc.gov

cc: Gary Soiseth	Office of the Mayor, Turlock	GSoiseth@turlock.ca.us
John L. Flynn	Jenner & Block LLP	JFlynn@jenner.com
Eric L. Zinterhofer	Searchlight Capital Partners, LLC	
Thomas M. Rutledge	Charter Communications, Inc.	
John C. Malone	Liberty Broadband Corporation	
Gregory B. Maffei	Liberty Broadband Corporation	
Craig A. Jacobson	Hansen, Jacobson, Teller, et al., LLP	
John D. Markley, Jr.	New Amsterdam Growth Capital	
Balan Nair	Liberty Global, Inc.	

Note: The backup related to this comment is too extensive and detailed to file electronically in a public format. Additional to the electronic filing, I will mail three identical compact discs which contain relevant PDFs of letters, emails, referenced articles, mailing labels, tracking information, historical billing statements, etc.